

EXHIBIT 6

FILED UNDER SEAL

In the Matter Of:

FAIR ISAAC CORPORATION

vs

FEDERAL INSURANCE COMPANYT, ET AL.

TAMRA PAWLOSKI

January 18, 2019

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MINNESOTA

3 -----x

4 FAIR ISAAC CORPORATION, a Delaware
corporation,

5 Plaintiff,

6 Case No. 16-cv-1054

7 v.

8 FEDERAL INSURANCE COMPANY, an
Indiana corporation, and ACE

9 AMERICAN INSURANCE COMPANY, a
Pennsylvania corporation,

10 Defendants.

11 -----x

12 8:30 a.m.
January 18, 2019

13 767 Third Avenue
14 New York, New York

15 * CONFIDENTIAL *

16 DEPOSITION of TAMRA PAWLOSKI, a Plaintiff

17 in the above entitled matter, pursuant to Notice,

18 before Stephen J. Moore, a Registered Professional

19 Reporter, Certified Realtime Reporter and Notary

20 Public of the State of New York.

21

22 Job No. MP-204293

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1	A P P E A R A N C E S:		1	252	E-mail with attachments STRAUSS
2			2		
3	MERCHANT & GOULD, P.C.		3	253	E-mail
4	Attorneys for Plaintiff		4		
5	3200 IDS Center		5	254	E-mail
6	80 South Eighth Street		6		
7	Minneapolis, Minnesota 55402-2215		7	255	E-mail
8			8		
9	BY: HEATHER KLIEBENSTEIN, ESQ.		9	256	E-mail
10			10		
11	FREDRIKSON & BYRON, P.A.		11	257	Letter from Mike Sawyer to
12	Attorneys for Defendants		12		Tamra Pawlowski
13	200 South Sixth Street		13		
14	Minneapolis, Minnesota 55402-1425		14	258	E-mail
15			15		
16	BY: TERRENCE J. FLEMING, ESQ.		16	259	Letter (attachment to Exhibit
17	tfleming@fredlaw.com		17		258)
18			18		
19	ALSO PRESENT:		19	260	E-mail
20	JAMES WOODWARD, ESQ.		20		
21	FICO		21	261	E-mail with attachments
22			22		
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1	EXAMINATION BY	PAGE	1	262	E-mail with attachments
2	MS. KLIEBENSTEIN	7	2		
3	MR. FLEMING	233	3	263	E-mail
4	MS. KLIEBENSTEIN - Continued	236	4		
5	E X H I B I T S		5	264	E-mail
6	237 E-mail with attachment	31 3	6		
7	238 E-mail dated June 26, 2013	40 11	7	265	E-mail
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<p style="text-align: right;">Page 86</p> <p>1 Q And that -- what was that</p> <p>2 example, what was the name of that?</p> <p>3 A Metastorm, it was a workflow</p> <p>4 tool.</p> <p>5 Q Was there any rule of thumb as</p> <p>6 to when -- taking Europe, for example, was</p> <p>7 there any general rule of thumb as to when the</p> <p>8 European IT group would install a software --</p> <p>9 install a piece of software on a European</p> <p>10 software versus the U.S. server?</p> <p>11 MR. FLEMING: Objection,</p> <p>12 foundation.</p> <p>13 A I'm sure there was, but I don't</p> <p>14 know it, I was not made aware of what that</p> <p>15 criteria would be.</p> <p>16 Q So you were just mentioning</p> <p>17 Metastorm?</p> <p>18 A Metastorm.</p> <p>19 Q Metastorm, and you mentioned</p> <p>20 when individuals outside the United States</p> <p>21 would use it, it would be slow and clunky?</p> <p>22 A Yes.</p>	<p style="text-align: right;">Page 88</p> <p>1 U.K.</p> <p>2 MS. KLIEBENSTEIN: I am handing</p> <p>3 you what's been marked as Exhibit 247.</p> <p>4 (The above described document was</p> <p>5 marked Exhibit 247 for identification as</p> <p>6 of this date.)</p> <p>7 Q Are you familiar with this</p> <p>8 e-mail string?</p> <p>9 A Yes.</p> <p>10 Q In the bottom Peter Davis on</p> <p>11 September 28, 2012 wrote to you, "EZ are</p> <p>12 looking at possibly using FICO Blaze Advisor</p> <p>13 for a project next year and are questioning the</p> <p>14 license we have.</p> <p>15 "I know we are unlimited</p> <p>16 enterprise use, but wanted to check with you</p> <p>17 that there are no geographic restrictions. Is</p> <p>18 our Blaze enterprise license for global use?"</p> <p>19 Do you recall answering Peter's</p> <p>20 question?</p> <p>21 A I did not, I delegated it.</p> <p>22 Q And you delegate it to whom?</p>
<p style="text-align: right;">Page 87</p> <p>1 Q Why was that?</p> <p>2 MR. FLEMING: Objection,</p> <p>3 foundation.</p> <p>4 A So from a nontechnical response,</p> <p>5 it's because you had -- it had to go across the</p> <p>6 pond, so because it wasn't direct right there,</p> <p>7 there was access bandwidth, what they called</p> <p>8 bandwidth issues.</p> <p>9 Q And why was -- was Metastorm</p> <p>10 only -- was Metastorm only installed in the</p> <p>11 United States.</p> <p>12 I'm sorry, that was a bad</p> <p>13 question, was the Metastorm software tool only</p> <p>14 installed on a United States server?</p> <p>15 MR. FLEMING: Objection,</p> <p>16 foundation.</p> <p>17 A Initially, yes, and then we</p> <p>18 expanded it.</p> <p>19 Q And you expanded it in what way?</p> <p>20 A I believe that they -- so they</p> <p>21 went to the U.K. and actually because of the</p> <p>22 fact that it was slow, we did put it in the</p>	<p style="text-align: right;">Page 89</p> <p>1 A Bob Schmidt.</p> <p>2 Q Who is that?</p> <p>3 A He was one of my team members</p> <p>4 who is now responsible for software.</p> <p>5 Q Do you know if Bob Schmidt</p> <p>6 responded to his question?</p> <p>7 A I would hope he did. I would</p> <p>8 hope he did, I don't know.</p> <p>9 Q And I note that in Pete's e-mail</p> <p>10 he says that we are unlimited enterprise use.</p> <p>11 What did that phrase mean to</p> <p>12 you?</p> <p>13 A That we had unlimited rights,</p> <p>14 enterprise rights.</p> <p>15 Q And do you know where Peter</p> <p>16 would have gotten the information that the</p> <p>17 Blaze Advisor software license was for</p> <p>18 unlimited enterprise use?</p> <p>19 A I'm going to assume that it was</p> <p>20 based upon feedback that he had received from</p> <p>21 either myself or the contract itself.</p> <p>22 MR. FLEMING: Tamra, she's asking</p>

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<p style="text-align: right;">Page 6</p> <p>1 THE VIDEOGRAPHER: This is the 2 start of media labeled number 1 of the 3 video recorded deposition of Tamra 4 Pawloski in the matter Fair Isaac 5 Corporation versus Federal Insurance 6 Company and ACE American Insurance 7 Company in the United States District 8 Court, District of Minnesota. 9 Today is January 18, 2019, the time 10 is 8:43 a.m., and we are located at 767 11 Third Avenue, New York, New York. 12 My name is Rodolfo Duran. I am the 13 legal video specialist, the court reporter 14 is Stephen Moore, and we are both in 15 association with Epiq. 16 Will counsel please introduce 17 themselves. 18 MS. KLIEBENSTEIN: Heather 19 Kliebenstein from Merchant & Gould on 20 behalf of the Plaintiff, and with me is 21 Jim Woodward of FICO. 22 MR. FLEMING: Terry Fleming of</p>	<p style="text-align: right;">Page 8</p> <p>1 What I'll be doing is asking you 2 questions throughout the day and you'll be 3 answering. 4 If there is anything that you 5 don't understand, feel free to ask me to 6 clarify. 7 Your counsel may object from 8 time to time, and unless he instructs you not 9 to answer, you are to go ahead and answer. 10 The court reporter does best 11 when we don't talk over each other, when we 12 talk one at a time, and when we give verbal 13 answers instead of nonverbal cues, such as head 14 nods and the like. 15 Do you have any questions before 16 we start? 17 A No. 18 Q All right, here we go. 19 Ms. Pawloski, where do you work 20 today? 21 A I work for AIG. 22 Q What do you do for AIG?</p>
<p style="text-align: right;">Page 7</p> <p>1 the Frederikson & Byron firm 2 representing Defendants. 3 THE VIDEOGRAPHER: Will the court 4 reporter please swear in the witness. 5 6 T A M R A P A W L O S K I, called as 7 a witness, having been first duly sworn by 8 the Notary Public, was examined and 9 testified as follows: 10 11 EXAMINATION BY 12 MS. KLIEBENSTEIN: 13 14 Q Good morning, Ms. Pawloski. 15 A Good morning. 16 Q Have you ever been deposed 17 before? 18 A Yes. 19 Q How many times? 20 A Just once. 21 Q So, you've been through this 22 before.</p>	<p style="text-align: right;">Page 9</p> <p>1 A I am their IT asset manager. 2 Q How long have you been the IT 3 asset manager of AIG? 4 A Ten months. 5 Q What are your job duties as the 6 IT manager at AIG? 7 A So, I have global responsibility 8 for all IT, software and hardware assets. 9 Q Global responsibility for what? 10 What about the hardware and IT assets? 11 A Tracking and monitoring. 12 Q Does that work involve dealing 13 with vendors? 14 A Yes. 15 Q In what way? 16 A Understanding their 17 entitlements, working with them in case -- in 18 case of a compliance, doing negotiations with 19 them, et cetera. 20 Q You used the word entitlement, 21 what did you mean by that? 22 A So, in a contract there are</p>

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<p style="text-align: right;">Page 90</p> <p>1 what you know, not your assumptions, not</p> <p>2 your guessing.</p> <p>3 THE WITNESS: Okay.</p> <p>4 A Then I don't know.</p> <p>5 Q Let's pull out 241 and 242. We</p> <p>6 will finish up this line.</p> <p>7 241 an e-mail from -- e-mail</p> <p>8 chain in June of 2008, correct?</p> <p>9 A Yes.</p> <p>10 Q And in it you stated that the</p> <p>11 current license to Blaze advisors is not</p> <p>12 worldwide, correct?</p> <p>13 A I did.</p> <p>14 Q And you also stated that the</p> <p>15 limitations were five seats used solely in</p> <p>16 conjunction with the named application,</p> <p>17 correct?</p> <p>18 MR. FLEMING: This has been asked</p> <p>19 and answered. I object on that basis.</p> <p>20 A Yes.</p> <p>21 Q Am I understanding you correct</p> <p>22 that after you sent this e-mail, Mark</p>	<p style="text-align: right;">Page 92</p> <p>1 Q And that was the amendment that</p> <p>2 was e-mailed to you?</p> <p>3 A Correct.</p> <p>4 Q Did you review the amendment at</p> <p>5 that time?</p> <p>6 A I did.</p> <p>7 Q After reviewing that amendment,</p> <p>8 did your opinion on the scope of the license</p> <p>9 change?</p> <p>10 A Yes.</p> <p>11 Q In what way?</p> <p>12 A In reading this summary alone it</p> <p>13 states that from Jim Black, who actually did</p> <p>14 the negotiation of the contract, that it was a</p> <p>15 minimum two upgrades CSI divisional license to</p> <p>16 a worldwide enterprise license, and then if you</p> <p>17 go through to the actual amendment itself, it</p> <p>18 actually states under scope and quantity, on</p> <p>19 page 1 of 3 of amendment number 2, the</p> <p>20 enterprise-wide.</p> <p>21 Q Can you point me to where you</p> <p>22 were looking at?</p>
<p style="text-align: right;">Page 91</p> <p>1 Bartholemew --</p> <p>2 A Berthume.</p> <p>3 Q -- Berthume, reached out to</p> <p>4 you?</p> <p>5 A Yes.</p> <p>6 MR. FLEMING: Objection, asked</p> <p>7 and answered. You've asked these</p> <p>8 identical questions.</p> <p>9 Q And can you tell me when that</p> <p>10 phone call occurred?</p> <p>11 A I can't tell you exactly when.</p> <p>12 Q Was it months after this e-mail,</p> <p>13 years?</p> <p>14 A Days, days.</p> <p>15 Q What did Mark say to you?</p> <p>16 MR. FLEMING: Objection, that's</p> <p>17 been asked and answered.</p> <p>18 A Mark stated that we had an</p> <p>19 amendment and then sent me the amendment.</p> <p>20 Q And is that amendment an</p> <p>21 attachment to Exhibit 242?</p> <p>22 A It is.</p>	<p style="text-align: right;">Page 93</p> <p>1 A Right here.</p> <p>2 Q Looking in the table?</p> <p>3 A Yes, in the table.</p> <p>4 Q Under where it says, "scope,</p> <p>5 quantity?"</p> <p>6 A Yes, section 1.</p> <p>7 Q And so enterprise-wide, to you</p> <p>8 meant that Blaze Advisor could be used globally</p> <p>9 by anyone, correct?</p> <p>10 MR. FLEMING: Objection, same</p> <p>11 question has been asked and answered.</p> <p>12 A Yes.</p> <p>13 Q The word anyone, who would that</p> <p>14 include?</p> <p>15 A The corporation, so the use</p> <p>16 within the corporation.</p> <p>17 Q The corporation being whom?</p> <p>18 A All of the employees.</p> <p>19 Q All of the employees of whom?</p> <p>20 A Chubb & Son, a division of</p> <p>21 Federal.</p> <p>22 Q All of the employees of Chubb &</p>

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<p style="text-align: right;">Page 94</p> <p>1 Son, a division of Federal?</p> <p>2 A Wasn't there a -- is this the</p> <p>3 full amendment number 2?</p> <p>4 Because it's one of an -- I see</p> <p>5 3 of 3, I don't have 2 of 3 in my copy.</p> <p>6 MR. FLEMING: I think the pages</p> <p>7 are mispaginated.</p> <p>8 THE WITNESS: Are they?</p> <p>9 Q They are there, it starts with</p> <p>10 2, 1 and 3.</p> <p>11 A Oh, okay.</p> <p>12 A And then it also says the</p> <p>13 affiliates, right, "Affiliates shall mean any</p> <p>14 entity directly or indirectly controlled by</p> <p>15 client, control means the ownership of more</p> <p>16 than 50 percent."</p> <p>17 That's traditionally in all of</p> <p>18 our contracts, so that's why I couldn't find it</p> <p>19 before.</p> <p>20 Q And the client was Chubb & Son,</p> <p>21 a division of Federal, correct?</p> <p>22 A Yes.</p>	<p style="text-align: right;">Page 96</p> <p>1 license was enterprise-wide with no</p> <p>2 restrictions?</p> <p>3 A He negotiated the deal.</p> <p>4 Q So his information didn't come</p> <p>5 from Chubb's legal department?</p> <p>6 A No.</p> <p>7 Q When you were talking with Mark,</p> <p>8 was your conversation limited to the topic of</p> <p>9 use of the software?</p> <p>10 A It was around the negotiations.</p> <p>11 Q Did you discuss at all the</p> <p>12 issue -- well, let me phrase it again a</p> <p>13 different way.</p> <p>14 Your conversation with Mark was</p> <p>15 about the use of the software, not the physical</p> <p>16 location of the software, correct?</p> <p>17 A Correct.</p> <p>18 Q And did you talk with Mark at</p> <p>19 all in that phone conversation about any</p> <p>20 restrictions about the physical location of</p> <p>21 the --</p> <p>22 MS. KLIEBENSTEIN: I apologize,</p>
<p style="text-align: right;">Page 95</p> <p>1 Q Who were the affiliates of Chubb</p> <p>2 & Son?</p> <p>3 A All of the other entities that</p> <p>4 sat underneath Chubb & Son, a division of</p> <p>5 Federal, I'm not exactly sure what all -- who</p> <p>6 all of them were.</p> <p>7 Q A corporate org chart would tell</p> <p>8 us who the affiliates of Chubb & Sons were?</p> <p>9 A I believe so; yes.</p> <p>10 Q Now, at this time when you</p> <p>11 reviewed this second amendment after the call</p> <p>12 with Mark, did you also go look at the original</p> <p>13 license in conjunction with the amendment?</p> <p>14 A No.</p> <p>15 Q And why not?</p> <p>16 A Because Mark was pretty clear</p> <p>17 that there was an enterprise-wide contract.</p> <p>18 Q What was Mark's position again?</p> <p>19 A He was CIO of our Chubb</p> <p>20 specialty insurance.</p> <p>21 Q Did Mark tell you where he had</p> <p>22 gotten the information that the Blaze Advisor</p>	<p style="text-align: right;">Page 97</p> <p>1 scratch that.</p> <p>2 Q In your conversation with Mark,</p> <p>3 did you talk at all about the installation and</p> <p>4 physical location of Blaze Advisor as opposed</p> <p>5 to the use?</p> <p>6 A No, it was just -- it was an</p> <p>7 enterprise-wide license.</p> <p>8 Q Did you have any role in the</p> <p>9 process of merging ACE and Chubb?</p> <p>10 MR. FLEMING: You are talking</p> <p>11 about negotiating that transaction?</p> <p>12 A Yeah, I'm sorry, I don't know</p> <p>13 what you're asking.</p> <p>14 Q Well, I can skip to the more --</p> <p>15 what I'm looking for is just a general</p> <p>16 understanding of your role in the process of</p> <p>17 merging ACE and Chubb.</p> <p>18 That can be negotiation of a</p> <p>19 part, something else, you tell me?</p> <p>20 MR. FLEMING: You are beginning a</p> <p>21 few topic, after these questions can we</p> <p>22 take a five minute break?</p>